

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW MEXICO

In re:

MARLA J. SHEPARD,  
Debtor.

Case No. 7-07-10497 SA

SEAN E. SHEPARD,  
Plaintiff(s),

v.

MARLA J. SHEPARD,  
Defendant(s).

Adversary No. 07-01177 S

**AMENDED STIPULATION**

The parties, by and through counsels' signatures below, hereby stipulate that the documents attached hereto as "Exhibits A and B", being a Final Decree of Dissolution of Marriage in the New Mexico Eleventh Judicial District Court No. DM06-145-7, Exhibit "A" hereto, and a Verified Marital Settlement Agreement in the same cause of action, being Exhibit "B" hereto are stipulated as being admissible at the trial on the merits in this matter.

Submitted By:

Electronically Submitted  
MICHAEL J. CAPLAN  
Attorney for Plaintiff  
827 E. Santa Fe Avenue  
Grants, NM 87020  
(505) 287-8891

Approved By:

Telephonic Approval 04/16/08  
DAVID R. JORDAN  
Attorney for Defendant  
PO Box 840  
Gallup, NM 87305  
(505) 722-9121

STATE OF NEW MEXICO  
COUNTY OF MCKINLEY  
ELEVENTH JUDICIAL DISTRICT

DISTRICT COURT  
MCKINLEY COUNTY  
NEW MEXICO

2006 APR 27 A 11: 05

Sean E. Shepard  
Petitioner  
v.

No. Dmde-146-7

Marla Shepard  
Respondent

### FINAL DECREE OF DISSOLUTION OF MARRIAGE

This matter was brought before the court by Sean E. Shepard and Marla Shepard, "the parties". The parties have asked the court to end their marriage and enter a Final Decree of Dissolution of Marriage. In addition, the parties have filed a Verified Marital Settlement Agreement ("agreement") that settles the claims related to their marital relationship. This court has considered the parties' agreement, and finds the parties' agreement and requests to be reasonable.

#### THIS COURT FINDS AND CONCLUDES:

1. The court has jurisdiction over the parties and the subject matter of this action.
2. The parties are entitled to a decree of dissolution of marriage on grounds of incompatibility.
3. The parties have sworn, under oath, that the agreement is complete, true and correct.
4. The parties have sworn, under oath, that the agreement divides all known property and debt of the parties, settles their rights and obligations and is fair.

Exhibit "A"

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:**

1. The marriage of husband and wife is dissolved on the grounds of incompatibility.
2. The parties are ordered to comply with the terms of the Verified Marital Settlement Agreement, the terms of which are incorporated here by reference.
3. This case is now closed.

4/27/06  
Date

Robert A. Alarcon  
District Court Judge

When I sign here, I am telling the judge that I have read this document and agree with everything in it. I state, upon oath, that this document, and the statements in it, are true and correct as far as I know and believe.

Sam E. Shepard  
Husband's signature

Merle Shepard  
Wife's signature

Address: 1414 South Grandview Drive  
Gallup, NM 87301  
505-879-6904

Address: 112 Linda Vista  
Gallup, NM 87301  
505-863-5009

**STATE OF NEW MEXICO**

McKinley County

I hereby certify that this is a true and correct copy of  
this instrument as filed in my office on the 27  
day of April at 11:07 A M. Witness my  
hand and the seal of said court this 27 day  
of April, 2006

Francisca P. Palochak  
McKinley County District Court Clerk

By [Signature] Deputy

State of New Mexico  
County of McKinley  
Eleventh Judicial District

DISTRICT COURT  
MCKINLEY COUNTY  
NEW MEXICO

2006 APR 25 P 4:52

Sean Shepard  
Petitioner

v. No. Dm 2006-145-7

Marla Shepard  
Respondent

### VERIFIED MARITAL SETTLEMENT AGREEMENT

Sean Shepard and Marla Shepard are married. We agree to their entire agreement. We will each follow this Agreement beginning on the day we both sign it. We understand that the judge may make changes to this agreement and that we must comply with any changes made.

### PROPERTY WE ARE DIVIDING

Anything that one of us buys after we have both signed this agreement will belong only to that person. Any money that one of us borrows after we have both signed this agreement will be the debt of, and owed by, that person only. We understand that this agreement may not bind creditors.

1. **Property.** We have divided all of our property that we know about between us. We attach a Property List (Attachment A) showing property that we are keeping so that we have a written list of the items we have divided.

We will make sure that each of us has our own property by May 30, 2006

### DEBTS WE ARE DIVIDING

1. **Debt.** Any debt not listed is the responsibility of the person who created it. Each of us will pay debts we created before our marriage, unless we state differently here.

We attach a debt list (Attachment A) showing the debts we each will pay.

2. **Credit cards and charge cards.** Each of us will turn in and cancel all joint credit cards or we will have the credit card company take the other person's name off of the account.

Exhibit "B"

3. **Taxes.** Each of us will file separate returns for this tax year(2006). We will share information necessary to correctly file our income tax returns. We will get the help we need to file our taxes.
4. **Problem with tax returns.** If any of our returns that we filed together are audited or contested, we will meet to decide what to do. If we cannot decide who pays the taxes owed, or who gets any refund, we will ask a judge to decide at the time the problem comes up.
5. **Legal promise.** Each of us makes the following legal promise: Our debts have been divided in a fair way. I will pay the debts listed under my name on the debt list. If I don't my spouse may be forced to make that payment. I must pay back my spouse for that payment and other extra costs, such as lawyer fees, spent by my spouse because I failed to pay.

#### **OTHER STATEMENTS BY PARTIES**

1. **Good faith disclosure.** I, the husband and I, the wife state under oath that we have disclosed all assets and debts that we are aware of. We discussed and exchanged documents giving important information about the issues in this agreement. Each of us has relied on that information.
2. **Documents.** We will each sign the documents we need to divide the property.
3. **Future issues.**
  - A. **Completing the agreement.** If:
    - (1) one of us does not do what we said in this agreement; or
    - (2) we cannot agree on what this agreement says, either of us may ask the judge to decide the issue. The judge may make one party pay costs such as attorney fees.
  - B. **Things left out of the agreement.** If we forgot or failed to list any property or debt, we will seek the help we need in order to include the property or debt in our agreement.
4. **Final agreement.** After signing this agreement, neither of us can later claim that we agreed to something different from either
  - A. What is in this agreement; or
  - B. A signed written change.

## VERIFICATION

When I sign here, I am telling the judge, under oath and penalty of perjury, that:

I have read this agreement and agree with everything in it;  
I have read the warnings and cautions listed in this agreement;  
I have gotten the help I needed before signing this agreement; and this document and the statements in it are true and correct to the best of my knowledge and belief.

I understand that I can be punished both civilly and criminally if any information in the agreement is false.

  
Husband's signature

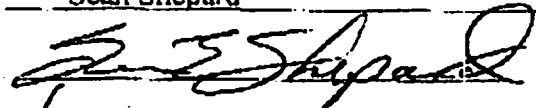
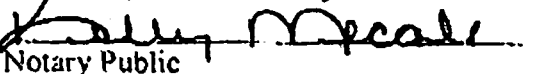
  
Wife's signature

Address: 1414 S. Grandview Dr.  
Gallup, NM 87301  
505-879-6904

112 Linda Vista Rd.  
Gallup, NM 87301  
505-863-5009

STATE OF NEW MEXICO     )  
COUNTY OF MCKINLEY    )ss.


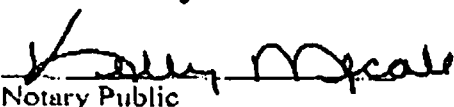
Acknowledged, signed and sworn to before me this 25 day of April, 2006 by  
Sean Shepard, the husband.

  
  
Notary Public

My commission expires: none

STATE OF NEW MEXICO     )  
COUNTY OF MCKINLEY    )ss.

Acknowledged, signed and sworn to before me this 25 day of April, 2006 by  
Marla Shepard, the wife

  
  
Notary Public

My commission expires: none

## **ATTACHMENT A**

### **PROPERTY LIST**

2001 Ford Taurus VIN 1FAFP55U41A274687

1996 GMC C1500 Truck VIN 2GTEK19R7T1540283

Sean will keep his truck and his son's car. Sean will reimburse Marla for the debt owed on these vehicles which were refinanced into the 2<sup>nd</sup> mortgage on the home.

2006 Pontiac G6 VIN 1G2ZG5589G41111814

Marla will keep her car and be solely responsible for the debt owed.

1998 Itasca Sunrise Motor Home V.N 1GBLP37J9W3311009, currently this property is leased with option to buy. Sean and Marla are jointly responsible for this debt. If property is not sold Sean and Marla will split the payment equally until it is sold.

1414 South Grandview Drive Home, currently this property is up for sale. Sean and Marla are jointly responsible for this debt. When the property is sold the proceeds will be split after all outstanding debts (listed below) are paid.

### **DEBT LIST**

**Husband's Debt.** I, the husband will pay these debts, including credit cards:

I am responsible for half the debt on the Discover card 2177 balance as of 4/15/06 \$6,262.89 will be paid from the proceeds of the sale of the home on Grandview Drive. I will continue to make half of the payment.

I am responsible for half the debt of the 1998 Itasca motor home. Payments are currently \$398.55 Insurance is 82.17 a month. These are currently being paid by the renter, in the event the renter is in default my half of these payments will be made by the due dates.

I am responsible for half the mortgage on 1414 South Grandview Drive, Gallup, NM. Payments are made to SunTrust Mortgage Company in the amount of 1126.53. My half of this payment will be made until the home is sold. Current Balance is \$136,824.25

I am responsible for half of the second mortgage on 1414 South Grandview Drive, Gallup, NM Current Balance \$56,000. Interest only payments are made monthly in the amount of 501.67 this will be paid off with the proceeds from the home. In addition \$14,438.00 will be paid to Marla for the amount of the vehicles which were refinanced into the second mortgage.

If I am not residing at 1414 South Grandview and the home is not sold any utilities that must be left on at the home will be paid for by both parties equally.

Any other bills that are in my name I am solely responsible for.

**Wife's Debt. I, the wife will pay these debts, including credit cards:**

**I am responsible for half the debt on the Discover card 2177 balance as of 4/15/06 \$6,262.89 will be paid from the proceeds of the sale of the home on Grandview Drive. I will continue to make half of the payment.**

**I am responsible for half the debt of the 1998 Itasca motor home. Payments are currently \$398.55 Insurance is 82.17 a month. These are currently being paid by the renter, in the event the renter is in default my half of these payments will be made by the due dates.**

**I am responsible for half the mortgage on 1414 South Grandview Drive, Gallup, NM. Payments are made to SunTrust Mortgage Company in the amount of 1126.53. My half of this payment will be made until the home is sold. Current Balance is \$136,824.25**

**I am responsible for half of the second mortgage on 1414 South Grandview Drive, Gallup, NM Current Balance \$56,000. Interest only payments are made monthly in the amount of 501.67 this will be paid off with the proceeds from the home**

**If the home at 1414 South Grandview is not sold any utilities that must be left on at the home will be paid for by both parties equally.**

**Any other bills that are in my name I am solely responsible for.**